

# ASSIGNMENT ACCEPTANCE AND NOTICE REPLACEMENT PROPERTY CONTRACT DIRECTION TO CONVEY

DATE: 5/6/99

## ASSIGNMENT

For Value received, I, Tribe-Lay Inc ("Purchaser") hereby transfer, set over and assign all my right, title and interest (but not my obligations) in and to the Real Estate Purchase Agreement, a copy of which is attached hereto, dated \_\_\_\_\_ for the property located at 145 13th Harbor \* (the Replacement Property") to Chicago Deferred Exchange Corporation, under an Exchange Agreement dated 4/4 between Purchaser and Chicago Deferred Exchange Corporation. See addendum attached hereto.

\* Continuing Service,  
LOS Angeles, CA.

\* LOS Angeles, CA Unit # 38712301 - 312819  
Modesto, CA Unit # 387135015 - 5125199  
Hereford, TX Unit # 38712401 - 6111199  
Kennersville, NC Unit # 38785001 - 8151199

Richard J. Calamari  
Purchaser  
RICHARD J. CALAMARI  
VICE PRESIDENT ENGINEERING

## ACCEPTANCE AND DIRECTION TO CONVEY

Chicago Deferred Exchange Corporation, hereby accepts this Assignment of Purchaser's right, title and interest (but not Purchaser's obligations) as of the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, and exercising its discretion under Article Three, Paragraph F of the Exchange Agreement, hereby directs the Seller of Replacement Property to convey, on behalf of, and consistent with its rights under the Exchange Agreement, the Replacement Property directly to \_\_\_\_\_.

Chicago Deferred Exchange Corporation

By: \_\_\_\_\_  
Its: Vice President

## NOTICE TO SELLER

Notice is hereby given that all of Purchaser's right, title and interest (but not Purchaser's obligations) in and to the Real Estate Purchase Agreement have been assigned to Chicago Deferred Exchange Corporation, under an Exchange Agreement between Purchaser and Chicago Deferred Exchange Corporation.

Receipt Acknowledged: \_\_\_\_\_

Seller

Re: Trust No. \_\_\_\_\_

## ADDENDUM TO ASSIGNMENT ACCEPTANCE AND NOTICE

Notwithstanding any contrary provision of the Assignment Acceptance and Notice to which this Addendum is attached ("Assignment"), concerning the like kind exchange by Frito-Lay, Inc., as exchangor ("Frito"), Frito, Chicago Deferred Exchange Corporation, as qualified intermediary ("CDEC"), and Boeing Realty Corporation, as seller ("BRC"), acknowledge and agree that Frito shall be and remain directly and primarily liable to BRC for each, any and all covenants, representations, warranties and indemnities of "Buyer" under the Real Estate Purchase Contract referenced in the Assignment, and that in the event of any breach by Frito of same, BRC may pursue a direct cause of action against Frito for same, without any necessity of suing or pursuing CDEC in any manner or way whatsoever.